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Issuance Date: December 12, 2001
Closing Date: January 23, 2002
Closing Time: 4pm (Tbilisi Time)

Subject: Request for Proposal (RFP) No. 114-02-008, USAID/Caucasus (Georgia)
Support Added Value Enterprises (SAVE) Activity

The United States Government, represented by the U.S. Agency for International Development (USAID), is seeking proposals from qualified organizations interested in providing the services described in the attached solicitation.

If you decide to submit a proposal, it must be submitted in accordance with the attached solicitation and received in Tbilisi no later than the date and time indicated above. Offerors are advised that a minimum of 5 days should be allowed for proposals sent by courier. A minimum of 3 weeks should be allowed for proposals sent through the Washington, D.C. State Department address.

This procurement shall be full and open competition, under which any type of organization (large or small commercial [for profit] firms, educational institutions, non-profit organizations) is eligible to compete. The procedures set forth in FAR Part 15 shall apply.

USAID plans to award cost plus fixed fee, completion type contract that should not exceed a 5-year performance period. In implementing this activity a design/implement approach using a base period followed by an option period will be followed. The initial phase will last approximately eighteen months and be focused on research, testing and planning activities that will provide the assistance parameters for Phase II. The second phase will be for approximately forty two months and will concentrate on the implementation of activities identified in Phase I to remove constraints to the growth and development of the agricultural sector, added-value processing and exports. Inauguration of the second or option phase will be dependent upon the satisfaction of several conditions outlined in Section IV.C of the Statement of Work (SOW).

The total estimated cost for implementation of Phase I of the SAVE activity is in the range of \$1.5 – 2.5 million. The total estimated cost for implementation of Phase II is in the range of \$18 – 21 million. Offerors are required to submit a cost proposal **only for Phase I** in response to this RFP. Revealing the cost range for Phase I does not mean that offerors should necessarily strive to meet the maximum amount. The Cost proposals shall be evaluated as a part of a Best Value determination for contract award.

The approximate contract signing/activity start date is April 15, 2002. The performance periods for both phases, submission dates for deliverables and Level of Effort (LOE) provided in the SOW are illustrative. The resulting contract shall be completion type, not LOE. The offeror is to propose the exact performance periods, LOE and staffing according to the offeror's approach for achieving results. The offeror is also to propose personnel positions, candidates for these positions and exact dates for submission of deliverables. Sections B through J of the solicitation will become the contract, with blanks completed by the Contracting Officer based on the successful proposal.

This solicitation contains a price evaluation adjustment which will be applied to proposals from offerors which are not U.S. small disadvantaged businesses (SDBs) and to U.S. SDB offerors that waive the adjustment (See Section I of the solicitation). A U.S. SDB offeror that does not waive the adjustment will have limitations on

the amount of work that it may subcontract. It should be noted that if the offeror (Prime Contractor) is not a U.S. small business, U.S. small disadvantaged or U.S. women-owned small business concern, a small business subcontracting plan must be submitted as a part of the proposal. Pursuant to FAR 19.702(a)(1), if an acceptable subcontracting plan cannot be negotiated, the offeror will be ineligible for award.

As part of the evaluation criteria addressing Past Performance, offerors are required to demonstrate effective use of Small, Small Disadvantaged and Women-owned Small Businesses in activities undertaken in the past. This factor will not apply to a U.S. SDB offeror that does not waive the price evaluation adjustment described above. Information required for evaluation of this factor may go beyond, and require supplementation to, the information included in the small business subcontracting plan described in the preceding paragraph.

The NAIC Code for this solicitation is 541618 and the small business size standard for this procurement is a U.S. firm which is organized for profit and whose average annual receipts during the offeror's preceding three years does not exceed \$5 million.

USAID/Caucasus plans to hold a videoconference (between Tbilisi and Washington, D.C.) to answer any questions that offerors might have concerning the SAVE activity. The videoconference will start at 9am (Washington, D.C. time) on December 21, 2001. Offerors interested in attending the videoconference must proceed to The Ronald Reagan Building, USAID/Washington where the videoconference will take place. A USAID employee will clear the attendees through the security gate and escort them to a room equipped with videoconference equipment linked to USAID/Caucasus. USAID/Washington's main entrance address is: Ronald Reagan Building, 1300 Pennsylvania Avenue, Washington, D.C. 20523. Offerors interested in attending the videoconference must, by December 18, 2001: 1) send a written confirmation of attendance to Mr. Valeri Elizbarashvili at the contact information below, 2) submit questions they will raise during the videoconference. USAID/Caucasus will address these questions via the teleconference. Sending a written confirmation of attendance is required for USAID/Washington entrance security clearance.

Offerors are advised to periodically check the USAID solicitations web site for any possible amendments to this RFP resulting from the teleconference or other questions posed by offerors.

This solicitation in no way obligates USAID to award a contract, nor does it commit USAID to pay any cost incurred in the preparation and submission of the proposal or participation in the teleconference.

Potential offerors may submit questions in writing to Mr. Valeri Elizbarashvili, Acquisition Specialist at USAID/Caucasus. The deadline for receipt of questions and/or requests for clarification is December 23, 2001. USAID/Caucasus will publicize answer the questions via an amendment to the RFP, which will also incorporate the videoconference outcome. Mr. Elizbarashvili can be reached via e-mail at velizbarashvili@usaid.gov or via facsimile at (995 32) 001013. Receipt of this RFP through the Internet must be confirmed by written notification to Mr. Elizbarashvili if the offeror wishes to be notified of any amendments to the solicitation. Offerors should retain for their records copies of any and all enclosures which accompany their proposals.

Sincerely,

Carlton M. Bennett
Regional Contracting Officer
USAID/Caucasus

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A	PAGE 1	OF 75	PAGE(S)
2. CONTRACT NO.		3. SOLICITATION NO. 114-02-008		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED December 12	
7. ISSUED BY Regional Contracting Office, USAID/Caucasus Sheraton Hotel, 5th Floor 20 Telavi Street, Tbilisi, Georgia 380003		CODE		8. ADDRESS OFFER TO (If other than Item 7)			
6. REQUISITION/PURCHASE NO. 114-02-001							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Item 7 above until **4:00 PM** local time **January 23, 2002.**

CAUTION LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Valeri Elizbarashvili	B. TELEPHONE NO. (NO COLLECT CALLS)			C. E-MAIL ADDRESS velizbarashvili@usaid.gov
		Int'l CODE 99532	NUMBER 778540	EXT. 201	

11. TABLE OF CONTENTS

(x)	SEC.	DESCRIPTION	PAGE(S)	(x)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM		X	I	CONTRACT CLAUSES	I-1
X	B	SUPPLIES OR SERVICES AND PRICE/COST	B-1	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	C-1	X	J	LIST OF ATTACHMENTS	J-1
X	D	PACKAGING AND MARKING	D-1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	E-1	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	K-1
X	F	DELIVERIES OR PERFORMANCE	F-1				
X	G	CONTRACT ADMINISTRATION DATA	G-1	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	L-1
X	H	SPECIAL CONTRACT REQUIREMENTS	H-1	X	M	EVALUATION FACTORS FOR AWARD	M-1

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%) %	20 CALENDAR DAYS (%) %	30 CALENDAR DAYS (%) %	CALENDAR DAYS (%) %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY Office of Financial Management, USAID/Caucasus Sheraton Hotel, 5th Floor 20 Telavi Street, Tbilisi, Georgia 380003	CODE
26. NAME OF Contracting Officer (Type or print) Carlton M. Bennett, Regional Contracting Officer		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS	B-1
B.1 PURPOSE.....	B-1
B.2 CONTRACT TYPE	B-1
B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT.....	B-1
B.4 LINE ITEMS.....	B-1
B.5 INDIRECT COSTS (DEC 1997)	B-1
B.6 COST REIMBURSABLE	B-2
SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK.....	C-1
SECTION D - PACKAGING AND MARKING	D-1
D.1 AIDAR 752.7009 MARKING (JAN 1993).....	D-1
SECTION E - INSPECTION AND ACCEPTANCE	E-1
E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	E-1
E.2 INSPECTION AND ACCEPTANCE	E-1
SECTION F - DELIVERIES OR PERFORMANCE.....	F-1
F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE	F-1
F.2 PERIOD OF PERFORMANCE	F-1
F.3 PERFORMANCE STANDARDS.....	F-1
F.4 REPORTS AND DELIVERABLES OR OUTPUTS	F-1
F.5 PROGRESS REPORTING REQUIREMENTS.....	F-1
F.6 KEY PERSONNEL	F-2
F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI	F-2
SECTION G - CONTRACT ADMINISTRATION DATA.....	G-1
G.1 ADMINISTRATIVE CONTRACTING OFFICE	G-1
G.2 COGNIZANT TECHNICAL OFFICER (CTO).....	G-1
G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID	G-1
G.4 PAYING OFFICE.....	G-2
G.5 ACCOUNTING AND APPROPRIATION DATA	G-3
SECTION H - SPECIAL CONTRACT REQUIREMENTS	H-1
H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL	H-1
H.2 INSURANCE AND SERVICES	H-1
H.3 AUTHORIZED GEOGRAPHIC CODE.....	H-1
H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES	H-2
H.5 LOGISTIC SUPPORT	H-2
H.6 LANGUAGE REQUIREMENTS.....	H-2
H.7 PERSONNEL COMPENSATION	H-2
H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT	H-3
PART II - CONTRACT CLAUSES.....	I-1
SECTION I - CONTRACT CLAUSES	I-1
I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE.....	I-1

I.2	52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA-- MODIFICATIONS (OCT 1997)	I-4
I.3	52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	I-5
I.4	52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT	I-5
I.5	52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001) ALTERNATE II (OCT 1998)	I-5
I.6	52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)	I-7
I.7	52.232-25 PROMPT PAYMENT (MAR 2001)	I-7
I.8	52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)	I-11
I.9	AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS AND SMALL DISADVANTAGED BUSINESS CONCERNS	I-12
I.10	USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)	I-13
I.11	COMMUNICATIONS PRODUCTS (OCT 1994)	I-13
I.12	52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)	I-14
PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		J-1
SECTION J - LIST OF ATTACHMENTS		J-1
J.1	ATTACHMENTS	J-1
PART IV - REPRESENTATIONS AND INSTRUCTIONS		K-1
SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		K-1
K.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	K-1
K.2	52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)	K-1
K.3	52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (APR 2001)	K-2
K.4	52.215-6 PLACE OF PERFORMANCE (OCT 1997)	K-3
K.5	52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)	K-4
K.6	52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)	K-5
K.7	52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)	K-6
K.8	52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)	K-7
K.9	INSURANCE - IMMUNITY FROM TORT LIABILITY	K-9
K.10	AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS	K-9
K.11	COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS	K-9
K.12	SIGNATURE	K-10
SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		L-1
L.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	L-1
L.2	52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)	L-1

L.3	52.216-1 TYPE OF CONTRACT (APR 1984).....	L-2
L.4	52.233-2 SERVICE OF PROTEST (AUG 1996).....	L-2
L.5	52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)	L-3
L.6	GENERAL INSTRUCTIONS TO OFFERORS	L-3
L.7	INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL.....	L-4
L.8	INSTRUCTIONS REGARDING KEY PERSONNEL.....	L-4
L.9	INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL.....	L-5

SECTION M - EVALUATION FACTORS FOR AWARD.....M-1

M.1	NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE	M-1
M.2	EVALUATION CRITERIA	M-1
M.3	DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD	M-2
M.4	CONTRACTING WITH SMALL BUSINESS CONCERNS AND DISADVANTAGED ENTERPRISES.....	M-3
ATTACHMENT 1	IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS	1
ATTACHMENT 2	USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET.....	2
ATTACHMENT 3	SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES	3
ATTACHMENT 4	CERTIFICATE OF CURRENT COST AND PRICING DATA.....	4
ATTACHMENT 5	MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN.....	5
ATTACHMENT 6	GEORGIA AGRICULTURAL/AGRIBUSINESS SECTOR ASSESSMENT.....	11
ATTACHMENT 7	US EMBASSY TBILISI LOCAL COMPENSATION PLAN.....	12

PART I - THE SCHEDULE

SECTION B - SUPPLIES OR SERVICES AND PRICE/COSTS**B.1 PURPOSE**

The purpose of this contract is:

to establish terms and conditions for implementing the Support Added Value Enterprises (SAVE) Activity, described in Section C, Statement of Work.

B.2 CONTRACT TYPE

This is a Cost-Plus-Fixed-Fee (CPFF) completion contract. For the consideration set forth below, the Contractor shall provide the deliverables or outputs described in Section F in accordance with the performance standards specified in Section E.

B.3 ESTIMATED COST, FIXED FEE, AND OBLIGATED AMOUNT

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is _____. The fixed fee, if any, is _____. The estimated cost plus fixed fee, if any, is _____.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is _____. The Contractor shall not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through _____.

B.4 LINE ITEMS

CLIN 0001 – Phase I	\$ _____
CLIN 0002 – Fee for Phase I	\$ _____

B.5 INDIRECT COSTS (DEC 1997)

Pending establishment of revised provisional or final indirect cost rates, allowable indirect costs shall be reimbursed on the basis of the following negotiated provisional or predetermined rates and the appropriate bases:

Description	Rate	Base	Type	Period
		1 /	1 /	1 /
		2 /	2 /	2 /
		3 /	3 /	3 /

1/Base of Application:

Type of Rate: Predetermined
Period:

2/Base of Application:
Type of Rate: Predetermined
Period:

3/Base of Application:
Type of Rate: Predetermined
Period:

B.6 COST REIMBURSABLE

The U.S. dollar costs allowable shall be limited to reasonable, allocable and necessary costs determined in accordance with FAR 52.216-7, Allowable Cost and Payment, FAR 52.216-8, Fixed Fee, if applicable, and AIDAR 752.7003, Documentation for Payment.

SECTION C - DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**STATEMENT OF WORK (SOW)****SUPPORT ADDED VALUE ENTERPRISES (SAVE) ACTIVITY****I. INTRODUCTION AND BACKGROUND****A. The Georgian Economy**

Georgia is a country of 5.4 million people bounded by Armenia, Azerbaijan, Russia, Turkey and the Black Sea. It is strategically located as a trade and transit corridor in the Caucasus between Europe and Asia. At the time Georgia declared independence in 1991, its economy was highly integrated with the Former Soviet Union (FSU), which accounted for over 85 percent of its external trade.

Between 1990 and 1995, economic output fell by more than 70 percent. With its economic ties to FSU countries ruptured, Georgia's terms of trade (particularly for energy) deteriorated, and both domestic and export market demand declined sharply. Civil conflicts exacerbated these difficulties, and tourism, one of Georgia's historical "industries," almost ceased. Capacity utilization in the industrial sector dropped to about 20 percent of Soviet-era levels, and there were severe disruptions in agriculture.

A program of structural reforms was launched in 1994. The reform program included legal, tax and regulatory reform, price and trade liberalization, and freeing the exchange rate. Many state enterprises were privatized. There were reductions in public sector employment and spending, and the banking system was strengthened.

As a result of these reforms, and with the resolution of several civil conflicts, the economy began to grow again in 1995. Economic growth reached double-digit levels in 1996 and 1997. Inflation was reduced to a single digit level, and fiscal and current account deficits were sharply reduced. The situation deteriorated again in 1998 when both exports and remittances declined as a result of the Russian financial crisis, and reform implementation faltered. That year, GDP growth was only about 3 percent. In 1999 exports once again started to grow, although fiscal performance remained weak and GDP again rose about 3 percent.

In 2000, the pattern of slow growth continued with overall Georgian gross domestic product growing by less than 2 percent. Service sectors (transport, telecommunications and financial mediation) demonstrated the highest rates of growth along with manufacturing (10.7 percent) and extractive industries (75.6 percent). A decline of 12.6 percent in the drought-affected agricultural sector, nevertheless, offset most of the growth in these other sectors. For 2001, overall GDP growth of about 4.5 percent is projected as agriculture benefits from good weather and the service sectors continue to grow. At the same time, industrial output is projected to decline due to the recession in Turkey and a strong Lari.

Government revenue targets were not met for 2000. Overall taxes in the economy remained at 12-14 percent of GDP, well below the average for other countries in the region. The inflation rate was only 4.6 percent, while foreign direct investment remained weak (i.e., FDI declined 18 percent from 1999 to about \$131 million). Gross investment in 2000 totaled 5.6 percent of GDP. No significant improvement in these areas is foreseen for FY 2001.

The official unemployment rate declined in 2000, but persistent underemployment and hidden unemployment are widespread. National employment figures are also distorted since all rural residents owning at least one hectare of land are considered fully employed.

The current account deficit increased in 2000, as remittances and official transfers declined, despite a nearly 40 percent increase in exports. Georgia's largest trading partners were Turkey, Russia, Germany and Azerbaijan. By region, the CIS

countries followed by the EU and Turkey were the most important. Base metals and mineral products amounted to about 43 percent of exports followed by processed foods and vegetable products at 39 percent.

B. The Georgian Agricultural Sector

1. Background

Georgia has a Mediterranean-type climate with a multitude of microclimates and rainfall patterns that provide the diversity necessary to enable production of a broad range of agricultural commodities.¹ During the Soviet period, it was one of the primary FSU suppliers of fresh fruits and vegetables, as well as a variety of processed agricultural products such as wine, juices and jams. Although the agricultural sector continues to play a very important role in the Georgian economy in terms of both employment and contribution to Gross Domestic Product, production is down 30-40 percent from the late-1980's levels.

As in many of the countries of the former Soviet Union, input supply, production, processing, distribution mechanisms in Georgia were appropriate for the Soviet command economy and were coordinated through Moscow. When the Soviet Union collapsed, many of these systems ceased to function, or were found to be inappropriate for transition to a market economy. As a result, there are currently very few organized domestic or export marketing channels for agricultural products and, therefore, limited demand for those products. Without demand, there is no compelling reason for producers or processors to invest in improvements, inputs, management or processing technology. However, without these improvements, Georgia will not be competitive on world markets and will not see increased demand for its agricultural products. In short, Georgia has become trapped in a cyclical low-level of market demand, production and processing.

2. Constraints

Agribusiness enterprises face many of the same constraints faced by all enterprises in Georgia. These general constraints emerge from such issues as: corruption, taxation, customs, banking, energy supply and confidence in government. A number of USAID programs are addressing these issues, all or in part. It will be the selected contractor's responsibility to coordinate activities with the various USAID offices and contractors working on these problems when analyzing agricultural sector constraints or planning interventions.

There are also constraints more specific to the agricultural and agribusiness sector, any or all of which could logically be the focus of an assistance effort. Some will be more critical than others, depending on the products or product group selected and the markets targeted. Earlier assessments have identified the following constraints:

- **Marketing:** This is a principal constraint identified by producers and processors. Georgian producers have not yet developed the outward linkages for marketing their products. Without these linkages there is inadequate demand for agricultural products and raw materials.
- **Finance and Investment:** Foreign and domestic investment, bank loans, joint venture partnerships and other financing mechanisms remain limited in Georgia. Increasing these or other models for access to financial capital will be necessary for the expansion and improvement of the agribusiness sector.
- **Corruption:** Corruption has been a major cause of the failure of previous foreign investments in all types of businesses. The problems relate to the enforceability of contracts and the reliability, transparency, and continuity of the Government of Georgia (GOG) decisions. Business practices in Georgia differ somewhat from those used in the West and this is often the cause of problems and misunderstandings with foreign investors.

A USAID contractor currently has an advisor working on the Restructuring of the Ministry of Agriculture and Food. The Minister is addressing the problem of corruption within the Ministry as part of the restructuring program.

¹ For additional details, see *Georgia Agricultural/Agribusiness Sector Assessment*, 2001, that is attached as a reference document for this RFP.

Continuing improvement in this area is vital for the transparent enforcement of the food safety and quality standards necessary to develop a viable export industry.

- **Input Supply:** Production inputs are increasingly available, although small producers still lack access. If the financing constraint can be solved this may stimulate input provision and availability when and where needed.
- **Value Added Tax:** The VAT is considered by some to be a major disincentive to agricultural production and processing. Neighboring countries exempt agriculture from VAT. The Minister of Agriculture continues to lobby the IMF and the Georgian Parliament for similar treatment of Georgian agriculture.
- **Policy/Regulatory Environment:** It is generally recognized that the policy climate for agribusiness in Georgia remains flawed. Changes in laws/rules/regulations and their implementation will be needed. GOG ministries and other organs also need assistance in better understanding and meeting their roles in facilitating market activity.
- **Market Information:** General sources and systems to provide information on external markets appear restricted in Georgia to servicing a limited number of firms and a limited range of products. Expanded access to market information will be necessary if Georgia agribusiness is to expand into global markets.
- **Grades and Standards:** For many agricultural commodities there are few current incentives to be concerned with the quality of production. Organizational responsibility and ability to monitor and/or certify standards is also limited. Expansion of exports, in particular, will necessitate attention to being able to meet international requirements.
- **Production and Processing Technology:** Being competitive on world markets requires a supply of sufficient and consistent quantities of products that are in demand, at an acceptable quality and at the right price. Improvements in production to make Georgia competitive may require the introduction of new technologies, new varieties, and/or new thinking.

C. Overview of USAID/Caucasus Economic Restructuring Program

The USAID/Caucasus Economic Restructuring Program is helping accelerate development and growth of private enterprise in Georgia through a multi-year economic reform program that provides assistance at both the enterprise and policy level. Under S.O. 1.3, “accelerated development and growth of private enterprises,” there are five intermediate results. These are targeted on: a) increased access to credit by domestic SMEs and micro-entrepreneurs; b) reducing transaction costs; c) establishing a functioning land and real estate market to support SME growth; d) developing the capacity of the tax authorities to fairly and efficiently enforce Georgian tax laws; and e) identifying and facilitating selected agribusiness opportunities.

Increased access to credit is being provided through activities implemented by Constanta, Shorebank and ACDI/VOCA. Progress in FY 2001 was good with USAID-funded programs exceeding targets for the total number of borrowers, loans made outside of Tbilisi, and number of female borrowers. Microfinance institutions increased the number of financial products and increased the capacity of Georgian partners to provide credit. By the end of FY 2001, over 18,000 entrepreneurs had received credit from USAID activities with active offices operating in **nine** locations outside Tbilisi. FY 2001 also saw more land used as collateral for lending and the percentage of women borrowers increasing to nearly 84 percent. Nevertheless, a recent survey indicates that the demand for credit still substantially exceeds the supply.

Reducing transaction costs includes assistance to improve the policy, legal and operating environment for SME’s, expand services provided to entrepreneurs and enterprises by business associations, and improve the efficiency of the banking sector. Under the Georgia Small Enterprise Support Activity, Sibley International is developing associations and providing access to a pool of legal professionals, who supply advice to enterprises faced with legal, and regulatory challenges and policy advocates, who work with business associations to address national-level policy impediments to enterprise development. They are also providing training in cost accounting and international accounting standards. Via Booz-Allen & Hamilton, capacity is being developed in the National Bank of Georgia to carry out responsibilities in areas

such as bank supervision, risk assessment, implementation of new laws and standards and adoption of international accounting standards by commercial banks. It is expected that the number of banks in Georgia will decrease substantially in 2001 as the legal and regulatory environment for the banking sector is strengthened.

USAID's support for the development of a functioning land and real estate market is being provided through Terra Institute. In addition to assistance in the registration of ownership for both agricultural and commercial land parcels, the development of self-regulatory organizations for real estate agents and other professionals is also being supported. By the end of FY 2001, USAID had facilitated the registration of more than 1,300,000 agricultural land parcels and 9,800 enterprise land parcels. Moreover, land market development was slowly advanced through the facilitation of sales of 2,000 enterprise and 3,700 agricultural land parcels.

Barents/KPMG is implementing USAID's tax/fiscal reform activity aimed at developing the capacity of the State Tax Department to fairly and efficiently enforce the tax laws of Georgia. Under the activity, staff numbers have been substantially reduced, staff qualifications have been improved, the number of tax offices has been reduced and training capacity has been created. In addition, the Ministry of Revenue has begun paying employees a living wage, a computerized system is rapidly being installed and a reorganization of the Department's main office has been planned.

No current programs are specifically targeted at identifying and facilitating agribusiness opportunities. However, in early 2001, USAID initiated support to the Ministry of Agriculture and Food's restructuring efforts by providing a senior advisor and other experts. In addition, the ACDI/VOCA credit program (mentioned above) provides credit to agricultural sector producers and processors. For an assessment of all the contribution to agricultural sector growth from USAID and other donor programs see the *Agricultural/Agribusiness Sector Assessment*, attached.

With this requirement, the USAID/Caucasus Economic Restructuring Team will be initiating a new activity in the agricultural/agribusiness sector. The activity supports Strategic Objective 1.3, "Accelerated Development and Growth of Private Enterprises", and directly targets intermediate result 1.3.4. "Selected Agribusiness Opportunities Identified and facilitated."

II. SCOPE OF WORK

A. Overview of Activity

The goal of the SAVE Activity is to raise the rate of economic growth in Georgia through expanded production and sales (largely exports) of added-value agricultural products. This will produce greater incomes for agricultural processors and producers, and higher revenues for government. By developing effective support systems, promoting an enabling policy and regulatory environment and by strengthening the linkages between producers, processors and their markets, the activity will better enable agribusiness enterprises to locate and meet market demand.

In implementing this activity a design/implement approach using a base period followed by an option period will be followed. The initial phase will last approximately eighteen months and be focused on research, testing and planning activities that will provide the assistance parameters for Phase II. Activity (Phase I) start-up in country must begin within 15 days of contract signing. The second phase will be for approximately forty two months and will concentrate on the implementation of activities identified in Phase I to remove constraints to the growth and development of the agricultural sector, added-value processing and exports. Inauguration of the second or option phase will be dependent upon the satisfaction of several conditions outlined in Section IV.C below.

The intent of the activity is to improve policy, regulatory and quality assurance systems, to strengthen market information and other organizational support and to develop models for market linkages that will benefit the broad agricultural/agribusiness sector. Improvements to these institutions, systems and sector relationships can only be meaningfully achieved, however, if there is a concrete vehicle for carrying out and focusing the assistance.

Therefore, in order to ground the work in the reality of Georgian experience, the activity will focus on development of several key products or product clusters, assisting agribusiness enterprises and enterprise associations that produce these

products. The products or product clusters may be ones currently produced by Georgia, or may be newly introduced by the activity based on market analysis done during Phase I.

Pilot cases implemented during Phase I will provide a mechanism by which to test assumptions, gain insight and test political will for undertaking the necessary restructuring to existing systems. Among the range of possibilities for pilot case or Phase II product cluster focus, the activity will give consideration to specialty areas such as organic fruit and vegetable production as well as the more traditional products. In addition, the activity will work with local NGOs to explore ways to develop opportunities for remote communities in some of Georgia's mountainous regions. These may include development of markets for wild botanicals or other indigenous agricultural products.

B. Phase I Components/Contractor Requirements

1. Verifying/Clarifying Constraints

Several studies have identified the general constraints to business and agricultural development in Georgia. While there is a need to address all of the constraints over the long run, this activity will necessarily be more focused. For example, this activity will not be expected to deal with the overall problem of corruption in Georgia, although this is certainly a constraint to economic growth broadly and growth in the agricultural sector specifically. On the other hand, constraints related to financial capital, transportation, food handling and storage, market access, input supply, and other issues should be considered.

Consequently, during Phase I, it will be necessary to sharpen earlier studies with a targeted analysis of the constraints to development of a limited number of product-clusters, including the examination of success stories where entrepreneurs have managed to overcome the constraints. This analysis will be used to determine the relative importance of constraints for a limited number of product clusters, as well as broader constraints that cut across product-clusters. To the extent possible, this activity will collaborate with existing USAID and other donor activities that may already be addressing some constraints.

The contractor shall execute the following tasks:

- a) Assessment of general constraints to agribusiness development and evaluation of their relative priority;
- b) Identification of production, marketing, processing and export constraints for individual products or product-clusters;
- c) Development of a methodology/criteria for prioritizing the constraints and applying the methodology to the products or product-clusters; and
- d) Preparing a detailed plan, along with a timetable, for addressing the constraints as part of the Strategy for Phase II (see below).

2. Policy, Regulatory and Industry-Standards

Changes and additions to the policy, regulatory, quality assurance and food safety systems will be important requirements for an expansion of value-adding agricultural activities in Georgia. Without new systems and developed capacity in these areas, Georgian produce will be unable to enter many world markets. During Phase I of the activity, the ways in which legal and regulatory mechanisms are constraining agribusiness activity will be identified, and a plan will be developed for mitigation of these constraints (see section II.B.7, Phase II Strategy).

The capacity for Georgia to meet food safety, quality and other industry standards will also be analyzed, with particular attention given to assessing the role of Georgia's public and private sector organizations in meeting requirements for both domestic and external markets. Requirements for meeting WTO standards and the capacity for meeting those requirements will be critical. Further, responsibility for or authority over food safety and standards certification will need

to be clarified. The Phase II Strategy to be prepared will need to address the creation of the capacity required in the private sector and/or the GOG to effectively implement legal, regulatory and quality assurance systems on a continuing basis.

A memorandum of understanding between USAID and GOG, concluded by the end Phase I, will ensure the engagement of the appropriate government agencies in all of these areas. This MOU will be developed and brokered by the contractor.

Tasks to be completed by the Contractor shall include:

- a) Cataloging existing GoG legislative and regulations that impact on specific agricultural value-adding activities;
- b) Cataloging labeling, quality assurance and other import requirements of specific countries or country groupings (i.e., EU) for specific products or product-clusters;
- c) Determining the need for training and organizational assistance to enable public sector systems to meet food safety, quality and other standards;
- d) Determining training and organizational needs to build private sector capacity to meet industry standards such as HACCP or ISO 9001;
- e) Legal assistance in drafting laws and regulations; and
- f) As part of the Strategy for Phase II, preparation of plans to alleviate identified constraints and bottlenecks.

3. Market Analysis and Identification

The identification of a demand for products or product clusters in which Georgia can become price and quality competitive is essential for Phase II of the activity. Selection of products and product clusters for focused attention in Phase II will be based on the result of a two-stage process undertaken in Phase I. After compiling a list of possible products and screening this list for those products with the most potential, based on careful analysis of Georgia's historical and potential production as well as analysis of domestic and external markets, the contractor shall conduct detailed feasibility studies on selected products or product clusters. A final selection will then be made, using a process and criteria also to be developed as part of Phase I. The criteria may include product/product cluster potential to contribute to GDP or to employment, likely applicability of lessons learned and systems developed to the broader agricultural sector, how rapidly implementation can proceed, availability of investors, etc.

Finally, as an element of this Phase I component, the contractor shall complete an analysis of the requirements necessary to meet food safety and quality standards of selected product and product clusters for each target market. This analysis will inform the assessment of Georgia's ability to meet food safety and quality standards identified in the "Policy, Regulatory and Industry-Standards" component above.

Contractor tasks for this component shall include:

- a) Making realistic assessments of Georgia's current and possible production of identified products – in-country surveys and data collection;
- b) Assembling market demand trends among Georgia's historical and potential trade partners for products that can be produced in Georgia;
- c) Developing criteria and a system for selecting products and product clusters to be targeted during Phase II;
- d) Collecting information on food safety and quality standards for a broad range of appropriate product and product clusters for each target market; and

- e) Providing recommendations on which products or product clusters should be targeted in Phase II as part of the Strategy for Phase II.

4. Special Products and Areas

The focus of the SAVE activity is on products or product-clusters that have the potential to involve substantial numbers of producers or volumes of produce. But some attention will also be given to special products, especially those that contribute to the economic development of geographic areas that face particular problems in participating in the market economy. These will tend to be more remote, often mountainous areas not well served by roads or other infrastructure. The activity may assist these areas to capitalize on their unique microclimates, access to wild botanicals, or other attributes.

To identify these groups and opportunities, the contractor will consult with local administrations, NGOs and other organizations. From these consultations and the use of established criteria, the Contractor shall provide a special report on prospects and opportunities, as well as the constraints/issues to be resolved in order to realize these opportunities. If feasible opportunities can be identified, a detailed strategy and plan for engagement in these regions should be included in the Strategy Phase II.

Task to be completed by the Contractor will include:

- a) Developing a list of selection criteria for special products and product clusters;
- b) Identifying a range of possibilities for product and product clusters; and
- c) Writing a special report on the special products and related potential for agricultural sector assistance to remote and other economically-challenged geographic areas.

5. Pilot/Test Cases

While the concentration of Phase I is on research, information collection and analysis, a limited number of carefully selected, narrowly focused pilot cases will be undertaken and completed during this phase. These focused pilot activities will involve enterprises or associations that are engaged in the production and/or marketing of products or product clusters or limited efforts to resolve a more general constraint. The pilot cases will provide concrete feedback that will verify the research results on constraints to agribusiness development. This feedback will also ensure that the Strategy for Phase II is realistic. Further, as necessary policy and regulatory work is identified and recommended to the appropriate GOG organs under one or more of the pilot cases in Phase I, the pilot cases will act as a mechanism for testing the political will to support the broader activities and changes that would be necessary for Phase II implementation.

Contractor tasks for this component shall include:

- a) Identifying criteria for selection of the narrowly- focused pilot cases;
- b) Selecting 2-3 pilot cases, which can serve as examples of what and how to mitigate constraints, develop market linkages or build institutional capacity;
- c) Developing and implementing a plan of assistance that identifies and mitigates constraints, including policy and regulatory constraints; and
- d) Proving a final report on pilot case experience that includes results achieved lessons learned and recommendations for the Phase II Strategy.

6. Training, Workshops and Public Education

Throughout Phase I (but with greater emphasis during the final months), the contractor, in collaboration with USAID and the GOG, will publicize activities and disseminate information on the substantive topics related to agribusiness development interventions identified. This public information campaign will include efforts to improve the understanding of and support for issues and approaches among the general public and the broad agricultural sector. There will also be activities designed to introduce public and private sector professionals to topics relevant for agribusiness development.

Contractor tasks for this component shall include:

- a) Development of materials to be used for general distribution and for training courses and seminars;
- b) Development of training courses and informational seminars for public and private agricultural sector professionals on such topics as food safety and standards, association development, market information systems, and investment promotion;
- c) Presentation of training courses and informational seminars for public and private agricultural sector professionals; and
- d) Participation in media and information dissemination events in collaboration with USAID and the GOG.

7. Strategy for Phase II

The activities undertaken in Phase I by the contractor in component areas 1-6 above will result in reports and materials that contain new and re-verified information, analyses, conclusions and recommendations. As such, these tangible Phase I products² will be valuable additions to the available database for Georgia.

In addition, the information and analysis from Phase I, along with information and analysis already available, will guide the development of the detailed Phase II Strategy. The Strategy document will become a part of the contract as a Scope of Work for Phase II of the Activity. The Phase II Strategy report must identify specific product or product-cluster constraints to be addressed and details on how they will be addressed and a proposed timetable. The Strategy must also explicitly state how it is consistent with and supportive of overall USAID/Georgia assistance strategy, including Strategic Objectives (SOs) and Intermediate Results (IRs).

For each activity included in the Phase II Strategy, there should be a clear rationale, quantified objectives, targets that relate to the above-mentioned SOs and IRs, and a monitoring plan. A general time frame for completion of components will also be required.

An overall budget, covering Phase II of the activity will be negotiated for activities under the Phase II Strategy, once it has been approved by USAID.

In addition to the specific substantive areas mentioned above in Component areas 1-6, the Strategy should address linkages with other assistance activities supported by USAID and other donors. These include credit, export promotion, business services and other activities.

Annual work plans will be required for Phase II that will provide greater detail on planned activities, anticipated impacts and contract deliverables with a time-frame for delivery. The work plan for the first year of Phase II will be required after the Phase II Strategy is approved by the technical office.

C. Phase II Components

The final mix and relative priority for Phase II components will be determined by the analysis done during Phase I. Nevertheless, it is anticipated that there will be activity components in some or all of the following areas.

² See section V. for Deliverables

1. Alleviating General Constraints to Agricultural Value-Added Production

A number of general constraints to agricultural sector and agribusiness development will have been identified and a priority ranking will have been completed in Phase I. In Phase II three types of constraints, or elements of these constraints, are likely to be addressed: a) legal and regulatory problems; b) a lack of product certification, food safety and quality control capability; and c) market and technical information gaps for producers, processors, value-adding groups and exporters. These constraints will be addressed largely via technical assistance and training with perhaps limited equipment support.

Illustrative assistance activities that may be undertaken include:

- a) Drafting of legislation and regulatory changes;
- b) Capacity development within the GOG and the private sector to inspect, certify, and provide training in product quality assurance areas; and
- c) Developing systems that provide market and technical information on a wholesale basis.

2. Organizational and Input Provision Support

Regardless of which constraints will be targeted or which product clusters will be the focus of assistance in Phase II, it is likely that the activity will find it necessary to strengthen relationships among private sector agents (producers, processors, input suppliers, investors, product buyers/exporters, etc.). This may be done by developing organizations that support agribusiness enterprises or by developing innovative models for business linkages. For example, organizations could be used to facilitate access to inputs, information or business services. If policy advocacy is the focus of the work, these groups could serve as “interest groups” in dealing with the GOG and other outside entities. Credit associations, contractual leasing arrangements or other innovative models could be used to improve access to operational or longer-term financing for producers and processors.

Illustrative activities that may be undertaken include:

- a) Assistance in formation of producer/processor/marketing organizations;
- b) Developing leasing and other financing mechanisms in collaboration with local or international financial institutions;
- c) Developing models that strengthen relationships among local input providers, processors, and producers;
- d) Managing a small grants program to assist in the establishment of local associations and service/input-providing organizations; and
- e) Promoting and facilitating the development of cold storage, transportation, freight forwarding and other services that can be utilized on a fee basis.

3. Market Penetration or Expansion

External and domestic markets where Georgian products are or can be price and quality competitive will have been identified during Phase I. In Phase II, the contractor will undertake a variety of activities to enable select Georgian products or product clusters to reach those markets. Depending on which constraints are determined to be priorities, given the target products and markets selected during Phase I, the activity may work to build capacity in processing, product production or product promotion. Alternatively, brand name development and product handling capacity may be considered more critical. The development of market information systems, updating market information, and training of associations on market information utilization are other possible areas of assistance.

Illustrative activities that may be undertaken include:

- a) Development of strategic plans for producer or processor organizations or their members;
- b) Implementation of quality control systems, plans and procedures;
- c) Support for participation in international marketing events;
- d) Identifying sources of equipment and/or expertise; and
- e) Developing certification and other product safety systems.

4. Capacity Building

Capacity building will undoubtedly be an important component of Phase II implementation. Although the nature, subject and audience of any training would be determined by the product focus and constraints selected during Phase I, some potential areas that will require attention are phytosanitary regulation, WTO compliance, meeting HACCP or ISO 9001 requirements, agricultural information systems and meeting special manpower needs.

Illustrative Capacity building activities, which may be undertaken include:

- a) Special seminars, on-the-job training or study tours;
- b) Establishing teaming relationships between appropriate Georgian and American universities and industry associations;
- c) Creating a general agricultural information system;
- d) Providing technical assistance and training for private and public certification or regulatory organizations; and
- e) Developing standardized materials for wide-distribution in Georgia.

5. Investment Promotion

While some development of the Georgian agricultural sector may be possible given existing capacity, any significant growth in exports of existing products or the introduction of new products will require additional investment. In Phase II the Contractor may be expected to seek new investors and new sources of investment capital.

Illustrative tasks which, may be undertaken include:

- a) The preparation of investment materials;
- b) Dissemination of information to interested parties;
- c) Advice to Georgian companies on securing investment;
- e) Support for investment promotion missions; and
- f) Provision of informational assistance to investors coming to Georgia.

In carrying out investment promotion activities, the contractor would have to comply with all policy guidance issued by USAID regarding section 536 of Public Law 106-429 ("Impact on Jobs in the United States") and similar provisions in later appropriations acts. See USAID's Policy Directive No. 20 for further guidance.

Prospective bidders are advised that they must keep in mind the following legal restrictions on assistance activities.

1- "We may not provide any assistance for establishing or expanding production of any commodity for export from Georgia, if that commodity is likely to be in surplus on world markets at the time that the resulting productive capacity is expected to become operative and if the assistance will cause substantial injury to United States producers of the same, similar, or competing commodity".

2. "Agricultural commodities and products thereof must be procured within the U.S. unless the commodity or product could not be reasonably produced in the U.S. in fulfillment of the particular assistance program"

6. Special Products and Areas

In Phase I some attention will have been given to identifying opportunities for special products or geographic areas that face particular problems in entering the market economy. To reach these groups, a limited number of small grants may be awarded to local or international non-governmental organizations. Criteria and the process for the award of these grants would need to be developed by the Contractor and approved by USAID.

Illustrative assistance activities, which may be undertaken include:

- a) Preparation of special reports on special products;
- b) Advise and assistance to producers and processors on production practices, sourcing inputs or certifying products;
- c) Awarding of small grants to support special products or areas; and
- d) Expanding the visibility of Georgian products.

III. LEVEL OF EFFORT AND KEY PERSONNEL

A. Phase I

Phase I is to be implemented over a period of up to 18 months, with deliverables completed according to a timeframe outlined in the phase I proposal. The deliverable schedule listed later in this document³ is for illustrative and planning purposes only. A total of 58 person-months of expatriate technical assistance is anticipated, assuming only one long-term, resident advisor. The long-term, resident advisor will be the Chief of Party and will be the only key personnel during Phase I. The bidder is free to propose a different mix of long-term and short-term advisors for Phase I, if it necessary for increased efficiency, effectiveness and achievement of proposed results.

Approximately 110 person-months of local professional and support staff are anticipated.

B. Phase II

Phase II is expected to be completed within a period of 3 ½ to 4 years for a total Phase I & II period of 5 years. The deliverables will be completed according to the timeframe outlined in the Strategy that is prepared by the contractor and accepted by USAID during Phase I.

IV. PROGRAM MANAGEMENT

A. Technical Directions

³ See Section V. for Deliverables

The activity will be managed by the Economic Restructuring Strategic Objective Team of the USAID/Caucasus Mission in Tbilisi.

B. Counterparts

The Ministry of Agriculture will be the primary GOG counterpart to the activity. The Minister will assign one of his senior staff people as liaison to the activity, and has offered to provide space for a satellite activity office. Under Phase II, it may be necessary for the activity to establish counterpart relationships with other public or private sector organs (e.g., GOG Ministries, NGOs, associations, etc.).

C. Triggers

Continuation of the activity after the Phase I base period will be contingent on the availability of funds. In addition, there will be several triggers that will be used to validate undertaking implementation of the Phase II option period. It is incumbent on the USAID technical office to determine whether or not the triggers have been adequately satisfied.

The USAID technical office must be satisfied with the quality of analysis of the Phase I constraint, policy/regulatory/standards and marketing studies. Moreover, there must be a demonstrated high degree of feasibility that the activities outlined in the Phase II Strategy will have a positive impact on both the specific agribusiness sub-sectors receiving assistance and the broader agribusiness environment. Finally, there must be clearly demonstrated political will on the part of the GOG to support the work to be undertaken in Phase II. The signing of an MOU and a positive experience with the pilot activities undertaken during Phase I will be an indication of this political will. The USAID technical staff will establish the criteria for determining success of the pilot activities upon submission of the pilot activities implementation plans.

Specific triggers include:

1. USAID technical office acceptance of constraint, policy/regulatory/standards and marketing studies;
2. USAID technical office acceptance of the Phase II Strategy;
3. MOU signed between USAID and GOG (appropriate Ministries or other organs); MOU to be developed and brokered by contractor; and
4. Successful progress on pilot activities, especially in terms of GOG cooperation and support on policy, regulatory or other issues.

V. DELIVERABLES

The deliverables and timeframe for delivery are indicated below with the date indicated starting from the signing of the contract. The submission dates are illustrative. The offerors must propose exact submission dates in their proposals. With USAID/Caucasus technical office agreement, some of these deliverables may be combined.

A. Constraints

- 1) Preliminary report with assessment of constraints to broad agricultural sector growth – 45 days
- 2) Final report with assessment of constraints to specific products and product clusters – 60 days

B. Policy, Regulations, and Industry Standards

- 1) Preliminary report with inventory of a) GOG policies and regulations impacting agribusiness production and export and b) an overview of private sector mechanisms and practices to ensure industry standards – 75 days
- 2) Final report with analysis of a) policy/regulatory constraints to expansion of agribusiness broadly, and specific products or product clusters and b) private sector capacity to meet and enforce industry standards on food safety, quality, labeling, etc. – 120 days

C. Market Analysis

- 1) Criteria for selection of products, product clusters and target markets – 180 days
- 2) Analysis of existing and potential Georgian agricultural products and product clusters – 180 days
- 3) Analysis of demand for agricultural products among historical and potential Georgian trade partners – 180 days
- 4) Inventory report on product quality, packaging and other requirements in target market countries – 200 days
- 5) Report on special products and to remote and other less developed geography areas – 225 days.
- 6) Specific recommendations for Georgian Agribusiness sector to meet food safety and quality standards – 240 days

D. Pilot Cases

- 1) Criteria to identify pilot activities and a list of potential pilot cases – 90 days
- 2) Implementation plan for 2-3 pilot cases – 100 days
Progress report - 250 days
- 2) Final report with indication of accomplishments and assessment of GoG support – 360 days

E. Phase II Strategy

- 1) Recommendations for strategy and priorities for Phase II – 270 days
- 2) Training needs assessment and recommendations, including food quality, market information, organizational development and other priority areas – 270 days
- 3) Draft of Phase II strategy - 275 days
- 4) Draft Memorandum of Understanding – 275 days
- 5) Final Phase II Strategy – 300 days
- 6) Detailed work plan and a monitoring plan for Phase II Strategy – 360 days

F. Additional

- 1) Work Plan for Phase I – 30 days

- 2) Draft new laws and regulations – as needed
- 3) Develop three training courses (with “leave behind” course materials) on such topic areas as food safety and standards, market information systems, association development, or other topics – 300 – 390 days
- 4) Deliver each training course (above) in 2 or more geographic locations (e.g., Tbilisi and Kutaisi) 300 – 390 days

VI. Performance Monitoring

It is expected that, as a result of this activity, material advances will have been made in the general public's better understanding of the program areas supported by USAID. The Contractor is expected to be able to demonstrate that tangible results are being achieved. The Contractor shall establish a Performance Monitoring Plan that will define performance indicators that will be used to evaluate the effectiveness of the activity. A monitoring plan with illustrative indicators along with an explanation of how data will be collected, analyzed and used shall be submitted as one of the deliverables (See Section C.V.E above).

VI. Environmental Monitoring

The majority of activities under Phase I and Phase II will have no adverse impact on the environment and meet the criteria for a Categorical Exclusion under 22 CFR 216.2(c)(2)(i) requirements. However, the implementing organization will need to complete an environmental checklist (sample attached) for activities involving: a) production and/or processing technologies, agricultural investments and equipment; and/or b) the procurement or use of pesticides and other inputs such as fertilizer or genetically modified organisms. The required environmental review and screening process will be undertaken by the implementers prior to starting the activity.

In those cases where the screening identifies the potential for adverse environmental impacts, further review or a full Environmental Assessment (EA), as appropriate, will be conducted. The review or EA will be carried out by the implementers under the terms of agreement with USAID. For an EA, 22 CFR 216.6 requirements will be followed.

For potential negative environmental effects that are identified, the implementing organization will identify avoidance/mitigating guidelines and appropriate interventions, and develop procedures for monitoring to ensure that the recommended mitigating measures are being undertaken. In addition, contractors providing assistance related to agricultural inputs will be required to incorporate 22 CFR 216.3 (b) guidelines on pesticide use into monitoring and mitigation plans.

SECTION D - PACKAGING AND MARKING**D.1 AIDAR 752.7009 MARKING (JAN 1993)**

(a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semifinished products which are not packaged.

(b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.

(c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.

(d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

SECTION E - INSPECTION AND ACCEPTANCE**E.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR 1984
52.246-5	INSPECTION OF SERVICES--COST-REIMBURSEMENT	APR 1984
52.246-15	CERTIFICATE OF CONFORMANCE	APR 1984

E.2 INSPECTION AND ACCEPTANCE

USAID inspection and acceptance of services, reports and other required deliverables or outputs shall take place at:

Office of Economic Restructuring
USAID/Caucasus

or at any other location where the services are performed and reports and deliverables or outputs are produced or submitted. The CTO listed in Section G has been delegated authority to inspect and accept all services, reports and required deliverables or outputs.

SECTION F - DELIVERIES OR PERFORMANCE**F.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.242-15	STOP-WORK ORDER ALTERNATE I (APR 1984)	AUG 1989

F.2 PERIOD OF PERFORMANCE

The period of performance for this contract is _____ through _____. The period of performance for option periods, if any, is:

OPTION PERIOD 1 _____ through _____

F.3 PERFORMANCE STANDARDS

Evaluation of the Contractor's overall performance in accordance with the performance standards set forth in Section C, Tangible Results and Deliverables, will be conducted jointly by the CTO and the Contracting Officer, and shall form the basis of the Contractor's permanent performance record with regard to this contract.

F.4 REPORTS AND DELIVERABLES OR OUTPUTS

In addition to the requirements set forth for submission of reports in Sections I and J and in the AIDAR clause 752.242-70, Periodic Progress Reports, the Contractor shall submit the following deliverables or outputs to the CTO specified in Section G:

See Section V - Deliverables of the Statement of Work.

F.5 PROGRESS REPORTING REQUIREMENTS

752.242-70 PERIODIC PROGRESS REPORTS (JUL 1998)

(a) The contractor shall prepare and submit progress reports as specified in the Schedule of this contract. These reports are separate from the interim and final performance evaluation reports prepared by USAID in accordance with (48 CFR) FAR 42.15 and internal Agency procedures, but they may be used by USAID personnel or their authorized representatives when evaluating the contractor's performance.

(b) During any delay in furnishing a progress report required under this contract, the contracting officer may withhold from payment an amount not to exceed US \$25,000 (or local currency equivalent) or 5 percent of the amount of this contract, whichever is less, until such time as the contracting officer determines that the delay no longer has a detrimental effect on the Government's ability to monitor the contractor's progress.

F.6 KEY PERSONNEL

A. The key personnel which the Contractor shall furnish for the performance of this contract are as follows:

Name	Title
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B. The personnel specified above are considered to be essential to the work being performed hereunder. Prior to replacing any of the specified individuals, the Contractor shall immediately notify both the Contracting Officer and USAID Cognizant Technical Officer reasonably in advance and shall submit written justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the program. No replacement of personnel shall be made by the Contractor without the written consent of the Contracting Officer.

F.7 SUBMISSION OF DEVELOPMENT EXPERIENCE DOCUMENTATION TO PPC/CDIE/DI

USAID contractors must submit one electronic and/or one hard copy of development experience documentation (electronic copies are preferred) to the Development Experience Clearinghouse at the following address.

Development Experience Clearinghouse
1611 N. Kent Street, Suite 200
Arlington, VA 22209-2111

Telephone Number 703-351-4006, ext. 100
Fax Number 703-351-4039
E-mail: docsubmit@dec.cdie.org
<http://www.dec.org>

SECTION G - CONTRACT ADMINISTRATION DATA

752.7003

DOCUMENTATION FOR PAYMENT

NOV 1998

G.1 ADMINISTRATIVE CONTRACTING OFFICE

The Administrative Contracting Office is:

Regional Contracting Office
USAID/Caucasus
Sheraton Hotel, 5th Floor
20 Telavi Street
Tbilisi, Georgia 380003

G.2 COGNIZANT TECHNICAL OFFICER (CTO)

The Cognizant Technical Officer is Alfred Williams or his or her designee at:

Office of Economic Restructuring
USAID/Caucasus
Sheraton Hotel, 5th Floor
20 Telavi Street
Tbilisi, Georgia 380003

Telephone: (995 32) 778540

G.3 TECHNICAL DIRECTIONS/RELATIONSHIP WITH USAID

(a) Technical Directions is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

(b) The CTO is authorized by designation to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assure that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

(2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.

(3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents shall be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.

(4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.

(5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.

(6) Obtain necessary security clearance and appropriate identification if access to Government facilities is required. If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The CTO is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The CTO may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, schedules shall be made only by the Contracting Officer.

(c) The CTO is required to meet quarterly/semi-annually/annually with the Contractor and the Contracting Officer concerning performance of items delivered under this contract and any other administration or technical issues. Telephonic reports may be made if no problems are being experienced. Problem areas should be brought to the immediate attention of the Contracting Officer.

(d) In the absence of the designated CTO, the CTO may designate someone to serve as CTO in their place. However, such action to direct an individual to act in the CTO's stead shall immediately be communicated to the Contractor and the Contracting Officer.

(e) Contractual Problems - Contractual problems, of any nature, that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the CTO shall bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

(f) Failure by the Contractor to report to the Administrative Contracting Office, any action by the Government considered to a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

G.4 PAYING OFFICE

The paying office for this contract is:

Office of Financial Management
USAID/Caucasus

114-02-008

SECTION G

Sheraton Hotel, 5th Floor
20 Telavi Street
Tbilisi, Georgia 380003

G.5 ACCOUNTING AND APPROPRIATION DATA

Budget Fiscal: 2002

Operating Unit:

Strategic Objective: 1.3

Team/Division: 1.3

Benefiting Geo Area: 114

Object Class:

Amount Obligated: \$.00

SECTION H - SPECIAL CONTRACT REQUIREMENTS

752.7027

PERSONNEL

DEC 1990

H.1 AIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS AND AIDAR 752.7027 PERSONNEL

In accordance with the above clauses, the Contracting Officer hereby provides prior written approval for international travel, provided that concurrence with the assignment of individuals outside the United States is obtained by the Contractor, in writing, from the CTO prior to their assignment abroad, which must be within the terms of this contract, is subject to availability of funds, and should not be construed as authorization either to increase the estimated cost or to exceed the obligated amount (see Section B). The Contractor shall retain for audit purposes a copy of each travel concurrence.

H.2 INSURANCE AND SERVICES

(a) Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act); USAID's DBA insurance carrier is:

Rutherford International, Inc.
5500 Cherokee Avenue, Suite 300
Alexandria, VA 22312

Points of Contact:
Sara Payne or Diane Ford
(703) 354-1616

Hours of Operation are: 8 a.m. to 5 p.m. (EST)
Telefax: 703) 354-0370
E-Mail: www.rutherford.com

(b) Pursuant to AIDAR 752.228-70 Medical Evacuation (MEDEVAC) Services, USAID's Medevac service provider is:

Medex Assistance Corporation
P.O. Box 5375
Timonium, MD 21094-5375
Telephone: (410) 453-6300 in Maryland;
or (800) 537-2029 (toll-free)
Telefax: (410) 453-6301

Applicants should request coverage in accordance with USAID Contract No. HNE-Q-00-98-00106-00.

Medevac services costs are allowable as a direct cost.

H.3 AUTHORIZED GEOGRAPHIC CODE

The authorized geographic code for procurement of goods and services under this contract is 000 and 110.

H.4 NONEXPENDABLE PROPERTY PURCHASES AND INFORMATION TECHNOLOGY RESOURCES

The Contractor is hereby authorized to purchase the following equipment and/or resources:

H.5 LOGISTIC SUPPORT

The Contractor shall be responsible for furnishing all logistic support in the United States and overseas.

H.6 LANGUAGE REQUIREMENTS

Contractor personnel and/or consultant shall have language proficiency to perform technical services.

H.7 PERSONNEL COMPENSATION

(a) Limitations:

(1) Salaries and wages may not exceed the Contractor's established policy and practice, including the Contractor's established pay scale for equivalent classifications of employees, which shall be certified to by the Contractor. Nor may any individual salary or wage, without approval of the Cognizant Contracting Officer, exceed the employee's current salary or wage, or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate of the USAID "ES-6" (or the equivalent daily rate of the maximum ES-6 salary, if compensation is not calculated on an annual basis), as amended from time to time, unless an advance written waiver is granted by the USAID Procurement Executive prior to contract award.

(b) Salaries During Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

(c) Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable non- performance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him promptly to his point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

One annual salary increase (includes promotional increase) may be granted after the employee's completion of each twelve month period of satisfactory services under the contract. Annual salary increases of any kind exceeding these limitations or exceeding the maximum salary of ES-6 may be granted only with the advance written approval of the Contracting Officer. See AIDAR Clause 752.7007.

(e) Consultants

No compensation for consultants will be reimbursed unless their use under the contract has advance written approval of the Contracting Officer; and if such provision has been made or approval given, compensation shall not exceed 1) the highest rate of annual compensation received by the consultant during any full year of the immediately preceding three years or 2) the maximum daily salary rate of ES-6, whichever is less.

(f) Initial Salaries

The initial starting salaries of all employees whose salaries are charged as a direct cost to this contract must be approved, in advance and in writing, by the Contracting Officer. (any initial starting salaries included in the contractor's best and final and accepted during negotiations, are deemed approved upon contract execution).

NOTE: The daily rate of a Foreign Service officer Class 1 (ES-6) is determined by dividing the annual salary by 2087 hours and multiplying the quotient by 8.

NOTE: Any Approvals issued pursuant to the above sections shall be retained by the Contractor for audit purposes. Approvals issued pursuant to the above must be within the terms of this contract, and shall not serve to increase the total estimated cost or the obligated amount of this contract, whichever is less (see Part I, Section B.3 of this contract).

(g) Work Week

(l) Nonoverseas Employees. The length of the contractor's U.S., non-overseas employees workday shall be in accordance with the contractor's established policies and practices and shall not be less than 8 hours per day and 40 hours per week.

(2) Overseas Employee

The work week for the Contractor's overseas employees shall not be less than 40 hours and shall be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperation Country associated with the work of this contract.

(h) Definitions

As used herein, the terms "Salaries," "Wages," and "Compensation" mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled "Differentials and Allowances" (AIDAR 752.7028), unless otherwise stated. The term "compensation" includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual's professional or technical work, overhead, or other charges (see also the clause of this contract entitled "Personnel Compensation" (AIDAR 752.7007)).

H.8 SUBCONTRACTING PLAN AND THE SF 294 - SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS AND SF 295 - SUMMARY CONTRACTING REPORT

The Contractor's subcontracting plan dated is hereby incorporated as a material part of this contract.

In accordance with FAR 52.219-9, SF 294 and SF 295 should be forwarded to the following address:

U.S. Agency for International Development
Office of Small and Disadvantaged Business
Utilization
Room 7.08 RRB
Washington, D.C. 20523

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE**

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR "52.252-2 CLAUSES INCORPORATED BY REFERENCE" in Section I of this contract. See FAR 52.252-2 for an internet address (if specified) for electronic access to the full text of a clause.

NUMBER	TITLE	DATE
52.202-1	DEFINITIONS	MAR 2001
52.203-3	GRATUITIES	APR 1984
52.203-5	COVENANT AGAINST CONTINGENT FEES	APR 1984
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL 1995
52.203-7	ANTI-KICKBACK PROCEDURES	JUL 1995
52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN 1997
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN 1997
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG 2000
52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL 1995
52.215-2	AUDIT AND RECORDS--NEGOTIATION	JUN 1999
52.215-8	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT	OCT 1997
52.215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA	OCT 1997
52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-12	SUBCONTRACTOR COST OR PRICING DATA	OCT 1997
52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS	OCT 1997
52.215-15	PENSION ADJUSTMENTS AND ASSET REVERSIONS (DEC 1998)	DEC 1998
52.215-18	REVERSION OR ADJUSTMENT OF PLANS FOR POSTRETIREMENT BENEFITS OTHER THAN PENSIONS (PRB)	OCT 1997
52.215-19	NOTIFICATION OF OWNERSHIP CHANGES	OCT 1997
52.216-7	ALLOWABLE COST AND PAYMENT	MAR 2000

52.216-8	FIXED-FEE	MAR 1997
52.219-4	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (JAN 1999)	JAN 1999
52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT 2000
52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN ALTERNATE II (OCT 2000)	OCT 2000
52.219-16	LIQUIDATED DAMAGES-SMALL BUSINESS SUBCONTRACTING PLAN	JAN 1999
52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--DISADVANTAGED STATUS AND REPORTING	OCT 1999
52.222-3	CONVICT LABOR	AUG 1996
52.222-19	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES	FEB 2001
52.222-21	PROHIBITION OF SEGREGATED FACILITIES	FEB 1999
52.223-6	DRUG-FREE WORKPLACE	MAR 2001
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES	JUL 2000
52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG 1996
52.227-14	RIGHTS IN DATA--GENERAL	JUN 1987
52.228-7	INSURANCE--LIABILITY TO THIRD PERSONS	MAR 1996
52.230-2	COST ACCOUNTING STANDARDS	APR 1998
52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS	APR 1996
52.232-17	INTEREST	JUN 1996
52.232-18	AVAILABILITY OF FUNDS	APR 1984
52.232-22	LIMITATION OF FUNDS	APR 1984
52.232-23	ASSIGNMENT OF CLAIMS	JAN 1986
52.233-1	DISPUTES ALTERNATE I (DEC 1991)	DEC 1998
52.233-3	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)	AUG 1996
52.237-8	RESTRICTION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.237-9	WAIVER OF LIMITATION ON SEVERANCE PAYMENTS TO FOREIGN NATIONALS	OCT 1995
52.242-1	NOTICE OF INTENT TO DISALLOW COSTS	APR 1984
52.242-3	PENALTIES FOR UNALLOWABLE COSTS	MAR 2001
52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS	JAN 1997
52.242-10	F.O.B. ORIGIN--GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR 1984
52.242-13	BANKRUPTCY	JUL 1995
52.243-2	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)	AUG 1987
52.244-2	SUBCONTRACTS ALTERNATE II (AUG 1998)	AUG 1998
52.244-5	COMPETITION IN SUBCONTRACTING	DEC 1996
52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS	MAR 2001
52.245-5	GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME AND MATERIALS, OR LABOR HOUR CONTRACTS)	JAN 1986

114-02-008**SECTION I**

52.246-25	LIMITATION OF LIABILITY--SERVICES	FEB 1997
52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT	JUN 1997
52.249-6	TERMINATION (COST-REIMBURSEMENT)	SEP 1996
52.249-14	EXCUSABLE DELAYS	APR 1984
52.253-1	COMPUTER GENERATED FORMS	JAN 1991

**UNITED STATES AGENCY FOR INTERNATIONAL DEVELOPMENT
ACQUISITION REGULATION (48 CFR CHAPTER 7) CLAUSES**

752.202-1	DEFINITIONS	
752.209-71	ORGANIZATIONAL CONFLICTS OF INTEREST DISCOVERED AFTER AWARD	JUN 1993
752.211-70	LANGUAGE AND MEASUREMENT	JUN 1992
752.225-70	SOURCE, ORIGIN, AND NATIONALITY REQUIREMENTS	FEB 1997
752.225-71	LOCAL PROCUREMENT	FEB 1997
752.226-1	DETERMINATION OF STATUS AS DISADVANTAGED ENTERPRISE	
752.226-2	SUBCONTRACTING WITH DISADVANTAGED ENTERPRISE	APR 1997
752.226-3	LIMITATIONS ON SUBCONTRACTING	JUN 1993
752.228-3	WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)	
752.228-7	INSURANCE-LIABILITY TO THIRD PERSONS	
752.228-9	CARGO INSURANCE	
752.228-70	MEDICAL EVACUATION (MEDVAC) SERVICES	MAR 1993
752.229-70	FEDERAL, STATE AND LOCAL TAXES	
752.242-70	PERIODIC PROGRESS REPORTS	JUL 1998
752.245-70	GOVERNMENT PROPERTY-USAID REPORTING REQUIREMENTS	
752.245-71	TITLE TO AND CARE OF PROPERTY	APR 1984
752.247-70	PREFERENCE FOR PRIVATELY OWNED U.S. -FLAG COMMERCIAL VESSELS	OCT 1996
752.7001	BIOGRAPHICAL DATA	JUL 1997
752.7002	TRAVEL AND TRANSPORTATION	JAN 1990
752.7003	DOCUMENTATION FOR PAYMENT	NOV 1998
752.7004	EMERGENCY LOCATOR INFORMATION	JUL 1997
752.7005	SUBMISSION REQUIREMENTS FOR DEVELOPMENT EXPERIENCE DOCUMENTS	OCT 1997
752.7006	NOTICES	APR 1984
752.7007	PERSONNEL COMPENSATION	JUL 1996
752.7008	USE OF GOVERNMENT FACILITIES OR PERSONNEL	APR 1984
752.7010	CONVERSION OF U.S. DOLLARS TO LOCAL CURRENCY	APR 1984
752.7011	ORIENTATION AND LANGUAGE TRAINING	APR 1984
752.7012	PROTECTION OF THE INDIVIDUAL AS A RESEARCH SUBJECT	AUG 1995
752.7013	CONTRACTOR-MISSION RELATIONSHIPS	OCT 1989
752.7014	NOTICE OF CHANGES IN TRAVEL REGULATIONS	JAN 1990

752.7015	USE OF POUCH FACILITIES	JUL 1997
752.7016	FAMILY PLANNING AND POPULATION ASSISTANCE ACTIVITIES	AUG 1996
752.7018	HEALTH AND ACCIDENT COVERAGE FOR USAID PARTICIPANT TRAINEES	JAN 1999
752.7019	PARTICIPANT TRAINING	JAN 1999
752.7021	CHANGES IN TUITION AND FEES	APR 1984
752.7022	CONFLICTS BETWEEN CONTRACT AND CATALOG	APR 1984
752.7023	REQUIRED VISA FORM FOR USAID PARTICIPANTS	APR 1984
752.7024	WITHDRAWAL OF STUDENTS	APR 1984
752.7025	APPROVALS	APR 1984
752.7027	PERSONNEL	DEC 1990
752.7028	DIFFERENTIALS AND ALLOWANCES	JUL 1996
752.7029	POST PRIVILEGES	JUL 1993
752.7030	INSPECTION TRIPS BY CONTRACTOR'S OFFICERS AND EXECUTIVES	APR 1984
752.7031	LEAVE AND HOLIDAYS	OCT 1989
752.7033	PHYSICAL FITNESS	JUL 1997
752.7034	ACKNOWLEDGEMENT AND DISCLAIMER	DEC 1991
752.7035	PUBLIC NOTICES	DEC 1991

I.2 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(4) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

I.3 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

I.4 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000).

(a) The Government may extend the term of this contract by written notice to the Contractor within _____ [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _____ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension. (b) If the Government exercises this option, the extended contract shall be considered to include this option clause. (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

I.5 52.219-23 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (MAR 2001) ALTERNATE II (OCT 1998)

(a) Definitions. As used in this clause--

Small disadvantaged business concern means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

Historically black college or university means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DoD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institution means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

United States means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) Evaluation adjustment. (1) The Contracting Officer will evaluate offers by adding a factor of percent to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the actor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor.

The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b)(1) of this clause.

(c) Waiver of evaluation adjustment. A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

[] Offeror elects to waive the adjustment.

(d) Agreements. (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for --

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced by small disadvantaged business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.6 52.219-26 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--INCENTIVE SUBCONTRACTING (OCT 2000)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its offer to try to award a certain amount to small disadvantaged business concerns in the North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce.

(b) If the Contractor exceeds its total monetary target for subcontracting to small disadvantaged business concerns in the authorized SIC Major Groups, it will receive percent of the dollars in excess of the monetary target, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (e.g., a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the offer, or the excess was caused by the award of subcontracts that had been planned but had not been disclosed in the offer during contract negotiations). Determinations made under this paragraph are not subject to the Disputes clause of this contract.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in subsection 15.404-4 of the Federal Acquisition Regulation.

I.7 52.232-25 PROMPT PAYMENT (MAR 2001)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments and contract financing payments under the terms and conditions specified in this clause. Payment shall be considered as being made on the day a check is dated or the date of an electronic funds transfer. Definitions of pertinent terms are set forth in sections 2.101 and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless

otherwise specified. (However, see subparagraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments (1) Due Date. (i) Except as indicated in subparagraph (a)(2) and paragraph (c) of this clause, the due date for making invoice payments by the designated payment office shall be the later of the following two events:

(A) The 30th day after the designated billing office has received a proper invoice from the Contractor (except as provided in subdivision (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed by the Contractor. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date shall be the 30th day after the date of the Contractor's invoice; provided a proper invoice is received and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraph (a)(3)(i) through (a)(3)(viii) of this clause. If the invoice does not comply with these requirements, it shall be returned within 7 days after the date the designated billing office received the invoice (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, edible fats or oils, and food products prepared from edible fats or oils), with a statement of the reasons why it is not a proper invoice. Untimely notification will be taken into account in computing any interest penalty owed the Contractor in the manner described in subparagraph (a)(5) of this clause.

(i) Name and address of the Contractor.

- (ii) Invoice date. (The Contractor is encouraged to date invoices as close as possible to the date of the mailing or transmission.)
- (iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).
- (iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.
- (v) Shipping and payment terms (e.g., shipment number and date of shipment, prompt payment discount terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.
- (vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).
- (vii) Name (where practicable), title, phone number, and mailing address of person to be notified in the event of a defective invoice.
- (viii) Any other information or documentation required by the contract (such as evidence of shipment).
- (ix) While not required, the Contractor is strongly encouraged to assign an identification number to each invoice.
- (4) Interest penalty. An interest penalty shall be paid automatically by the designated payment office, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day without incurring a late payment interest penalty.
- (i) A proper invoice was received by the designated billing office.
- (ii) A receiving report or other Government documentation authorizing payment was processed, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.
- (iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.
- (5) Computing penalty amount. The interest penalty shall be at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the day after the due date, except where the interest penalty is prescribed by other governmental authority (e.g., tariffs). This rate is referred to as the "Renegotiation Board Interest Rate," and it is published in the Federal Register semiannually on or about January 1 and July 1. The interest penalty shall accrue daily on the invoice principal payment amount approved by the Government until the payment date of such approved principal amount; and will be compounded in 30-day increments inclusive from the first day after the due date through the payment date. That is, interest accrued at the end of any 30-day period will be added to the approved invoice principal payment amount and will be subject to interest penalties if not paid in the succeeding 30-day period. If the designated billing office failed to notify the Contractor of a defective invoice within the periods prescribed in subparagraph (a)(3) of this clause, the due date on the corrected invoice will be adjusted by subtracting from such date the number of days taken beyond the prescribed notification of defects period. Any interest penalty owed the Contractor will be based on this adjusted due date. Adjustments will be made by the designated payment office for errors in calculating interest penalties.
- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance shall be deemed to have occurred constructively on the 7th (unless otherwise specified in this contract) after the Contractor delivered the supplies or performed the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. In the event that

actual acceptance occurs within the constructive acceptance period, the determination of an interest penalty shall be based on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The following periods of time will not be included in the determination of an interest penalty:

(A) The period taken to notify the Contractor of defects in invoices submitted to the Government, but this may not exceed 7 days (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils).

(B) The period between the defects notice and resubmission of the corrected invoice by the Contractor.

(C) For incorrect electronic funds transfer (EFT) information, in accordance with the EFT clause of this contract.

(iii) Interest penalties will not continue to accrue after the filing of a claim for such penalties under the clause at 52.233-1, Disputes, or for more than 1 year. Interest penalties of less than \$1 need not be paid.

(iv) Interest penalties are not required on payment delays due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance or on amounts temporarily withheld or retained in accordance with the terms of the contract. Claims involving disputes, and any interest that may be payable, will be resolved in accordance with the clause at 52.233-1, Disputes.

(6) Prompt payment discounts. An interest penalty also shall be paid automatically by the designated payment office, without request from the Contractor, if a discount for prompt payment is taken improperly. The interest penalty will be calculated as described in subparagraph (a)(5) of this clause on the amount of discount taken for the period beginning with the first day after the end of the discount period through the date when the Contractor is paid.

(7) Additional interest penalty. (i) a penalty amount, calculated in accordance with paragraph (a)(7)(iii) of this clause, shall be paid in addition to the interest penalty amount if the Contractor--

(A) Is owed an interest penalty of \$1 or more;

(B) Is not paid the interest penalty within 10 days after the date the invoice amount is paid; and

(C) Makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) Contractors shall support written demands for additional penalty payments with the following data. No additional data shall be required. Contractors shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest was due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) Demands must be postmarked on or before the 40th day after payment was made, except that--

(1) If the postmark is illegible or nonexistent, the demand must have been received and annotated with the date of receipt by the designated payment office on or before the 40th day after payment was made; or

(2) If the postmark is illegible or nonexistent and the designated payment office fails to make the required annotation, the demand's validity will be determined by the date the Contractor has placed on the demand; provided such date is no later than the 40th day after payment was made.

(iii)(A) The additional penalty shall be equal to 100 percent of any original late payment interest penalty, except--

(1) The additional penalty shall not exceed \$5,000;

(2) The additional penalty shall never be less than \$25; and

(3) No additional penalty is owed if the amount of the underlying interest penalty is less than \$1.

(B) If the interest penalty ceases to accrue in accordance with the limits stated in paragraph (a)(5)(iii) of this clause, the amount of the additional penalty shall be calculated on the amount of interest penalty that would have accrued in the absence of these limits, subject to the overall limits on the additional penalty specified in paragraph (a)(7)(iii)(A) of this clause.

(C) For determining the maximum and minimum additional penalties, the test shall be the interest penalty due on each separate payment made for each separate contract. The maximum and minimum additional penalty shall not be based upon individual invoices unless the invoices are paid separately. Where payments are consolidated for disbursing purposes, the maximum and minimum additional penalty determination shall be made separately for each contract therein.

(D) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payments--(1) Due dates for recurring financing payments. If this contract provides for contract financing, requests for payment shall be submitted to the designated billing office as specified in this contract or as directed by the Contracting Officer. Contract financing payments shall be made on the 30th day after receipt of a proper contract financing request by the designated billing office. In the event that an audit or other review of a specific financing request is required to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the due date specified.

(2) Due dates for other contract financing. For advance payments, loans, or other arrangements that do not involve recurring submissions of contract financing requests, payment shall be made in accordance with the corresponding contract terms or as directed by the Contracting Officer.

(3) Interest penalty not applicable. Contract financing payments shall not be assessed an interest penalty for payment delays.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

I.8 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

**I.9 AIDAR 752.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS
AND SMALL DISADVANTAGED BUSINESS CONCERNS**

(a) It is the policy of the United States that small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, HUBZone small business concerns, small business concerns owned and controlled by socially and economically disadvantaged individuals, and small business concerns owned and controlled by women.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract

(1) Small business concern means a small business as defined pursuant to section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

(2) HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(3) Small business concern owned and controlled by socially and economically disadvantaged individuals and small disadvantaged business concern mean a small business concern that represents, as part of its offer that--

(i) It has received certification as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B;

(ii) No material change in disadvantaged ownership and control has occurred since its certification;

(iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104 (c)(2); and

(iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

(4) Small business concern owned and controlled by women means a small business concern--

(i) Which is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a HUBZone small business concern, a small business concern owned and controlled by socially and economically disadvantaged individuals, or a small business concern owned and controlled by women.

USAID small business provision. To permit USAID, in accordance with the small business provisions of the Foreign Assistance Act, to give small business firms an opportunity to participate in supplying equipment supplies and services financed under this contract, the Contractor shall, to the maximum extent possible, provide the following information to

the Office of Small and Disadvantaged Business Utilization (OSDBU), USAID, Washington, DC 20523-1414, at least 45 days prior to placing any order in excess of the simplified acquisition threshold except where a shorter time is requested of, and granted by OSDBU:

- (1) Brief general description and quantity of commodities or services;
- (2) Closing date for receiving quotations or bids; and
- (3) Address where invitations or specifications may be obtained.

I.10 USAIDAR 752.7032 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS (JAN 1990)

Prior written approval by the Contracting Officer is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor shall therefore present to the Contracting Officer an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The Contracting Officer's prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor shall notify the cognizant Mission, with a copy to the Contracting Officer, of planned travel, identifying the travellers and the dates and times of arrival.

I.11 COMMUNICATIONS PRODUCTS (OCT 1994)

(a) Definition - Communications products are any printed materials (other than non-color photocopy material), photographic services or video production services.

(b) Standards - USAID has established standards for communications products. These standards must be followed unless otherwise specifically provided in the contract or approved in writing by the contracting officer. A copy of the standards for USAID financed publications and video productions is attached.

(c) Communications products which meet any of the following criteria are not eligible for USAID financing under this agreement unless specifically authorized in the contract or in writing by the contracting officer:

- (1) All communications materials funded by operating expense account funds;
 - (2) Any communication products costing over \$25,000, including the costs of both preparation and execution. For example, in the case of a publication, the costs will include research, writing and other editorial services (including any associated overhead), design, layout and production costs.
 - (3) Any communication products that will be sent directly to, or likely to be seen by, a Member of Congress or Congressional staffer; and
 - (4) Any publication that will have more than 50 percent of its copies distributed in the United States (excluding copies provided to CDIE and other USAID/W offices for internal use.
- (d) The initial proposal must provide a separate estimate of the cost of every communications product as defined in paragraph (a) above [not just those which meet the criteria in paragraph (c)] which is anticipated under the contract. Each estimate must include all of the costs associated with preparation and execution of the product. Any subsequent request for approval of a covered communication product must provide the same type of cost information.

I.12 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS**

ATTACHMENT NUMBER	TITLE	DATE	NO. PAGES
ATTACHMENT 1 - IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS			1
ATTACHMENT 2 - USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET			1
ATTACHMENT 3 - SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES			1
ATTACHMENT 4 - CERTIFICATE OF CURRENT COST AND PRICING DATA			1
ATTACHMENT 5 - MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN			6
ATTACHMENT 6 - GEORGIA AGRICULTURAL/AGRIBUSINESS SECTOR ASSESSMENT			1
ATTACHMENT 7 – US EMBASSY TBILISI LOCAL COMPENSATION PLAN			2

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF OFFERORS****K.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED
BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR 1991

K.2 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)**(a) Definitions.**

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

[] TIN: _____

[] TIN has been applied for.

[] TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

**K.3 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS
(APR 2001)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes

relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(D) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(E) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(D) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.4 52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of performance (street (street address, city, state, county, code)	Name and address of owner and operator of the plant or facility if other than offeror or respondent

K.5 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999) ALTERNATE I (OCT 1998)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) Representations.

(1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

☐ (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

☐ (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) ☐ For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the

small disadvantaged business concern that is participating in the joint venture:

_____.]

(3) Address. The offeror represents that its address []_is, [] is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administrations register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.6 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

Listed Countries of Origin

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

☐ (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

☐ (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

K.7 52.227-15 STATEMENT OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block]--

☐ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

☐ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

K.8 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

NOTE:

This notice does not apply to small businesses or foreign governments.

This notice is in three parts, identified by Roman numerals I through III.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

I. DISCLOSURE STATEMENT-COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR, Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

[] (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement:

Name and Address of Cognizant ACO or
Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement:

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90 day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR subpart 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201- 2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The

offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES

☐ NO

K.9 INSURANCE - IMMUNITY FROM TORT LIABILITY

The offeror represents that it ☐ is, ☐ is not a State agency or charitable institution, and that it ☐ is not immune, ☐ is partially immune, ☐ is totally immune from tort liability to third persons.

K.10 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and ☐ agrees to the terms and conditions set forth therein; or ☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.11 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS

(a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d)(i.e., the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).

(b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

K.12 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the offeror certifies that they are accurate, current, and complete, and that the offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____

Offer/Proposal No. _____

Date of Offer _____

Name of Offeror _____

Typed Name and Title _____

Signature _____ Date _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS**L.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE I (OCT 1997)	MAR 2001
52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION ALTERNATE II (OCT 1997)	MAR 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY	OCT 1997
52.219-24	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM--TARGETS	OCT 2000
52.225-10	NOTICE OF BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM REQUIREMENT--CONSTRUCTION MATERIALS	FEB 2000

L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a (Cost Plus Fixed Fee) completion contract resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Hand-Carried Address:

Carlton M. Bennett
USAID/Caucasus
Sheraton Metechi Hotel, 5th Floor
20 Telavi Str.
Tbilisi, Georgia 380003

Mailing Address:

Carlton M. Bennett
USAID/Caucasus
Sheraton Metechi Hotel, 5th Floor
20 Telavi Str.
Tbilisi, Georgia 380003

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://arnet.gov/far/>

L.6 GENERAL INSTRUCTIONS TO OFFERORS

(a) The offeror should submit the proposal either

(i) via regular mail - sending one original and 4 copies of a technical proposal and one original and 1 copy of a cost proposal, however the issuing office receives regular international mail only once a week. All mail is subject to US Embassy electronic imagery scanning methods, physical inspection, and is not date and time stamped prior to receipt by USAID and the Contracting Officer;

Offerors are advised that a minimum of 5 days should be allowed for proposals sent by courier. A minimum of 3 weeks should be allowed for proposals sent through the Washington, D.C. State Department address.

The proposals sent by courier should be addressed to:

Regional Contracting Office
USAID/Caucasus
Sheraton Hotel, 5th Floor
20 Telavi Street
Tbilisi, Georgia 380003

The proposals sent through the State Department Pouch Service should be addressed to:

Regional Contracting Office
USAID/Caucasus (Tbilisi)
Department of State, 7060 Tbilisi Place
Washington D.C. 20521-7060

(ii) hand delivery (including commercial courier) of one original and 4 copies of a technical proposal and one original and 1 copy of a cost proposal to the issuing office.

(iv) Regardless of the method used the Technical Proposal and Cost Proposal must be kept separate from each other. Technical Proposals must not make reference to pricing data in order that the technical evaluation may be made strictly on the basis of technical merit.

(v) All packages must be clearly marked with “RFP 114-02-008”.

(b) Submission of Alternate Proposals

All offerors shall submit a proposal directly responsive to the terms and conditions of this RFP. If an offeror chooses to submit an alternative proposal, they must, at the same time, submit a proposal directly responsive hereto for any alternate to even be considered.

(c) Government Obligation

The US Government is not obligated to make an award or to pay for any costs incurred by the offeror in preparation of a proposal in response hereto.

L.7 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) The Technical Proposal in response to this solicitation should address how the offeror intends to carry out the Statement of Work contained in Section C. It should also contain a clear understanding of the work to be undertaken and the responsibilities of all parties involved. The technical proposal should be organized by the technical evaluation criteria listed in Section M.

(b) The past performance references required by this section shall be included as an annex or attachment of the technical proposal.

(c) Detailed information should be presented only when required by specific RFP instructions. Proposals are limited to 40 pages, **OVER 40 PAGES WILL NOT BE EVALUATED**, and shall be written in English and typed on standard 8 1/2" x 11" paper (210 mm by 297mm paper), single spaced, 10 characters per inch with each page numbered consecutively. Items such as graphs, charts, cover pages, dividers, table of contents, and attachments (i.e. key personnel resumes, reply to case studies, table summarizing qualifications of proposed personnel, past performance summary table and past performance report forms) are not included in the 40-page limitation.

(d) The technical proposal should, at a minimum, include the following:

(i) For Phase I:

- A detailed description of the technical approach to be employed.
- A Level of Effort estimate for all personnel proposed.
- Resumes and letters of commitment for the Chief of Party and any additional expatriate technical advisor positions proposed.
- Resumes for all local hire nationals
- A detailed implementation plan for Phase I and a time frame for completion of Phase I activities.
- Exact dates for the performance period and submission of the deliverables.

(ii) For Phase II – three to four page illustrative strategy, which offers innovative and practical solutions to the problems illustrated and outlined in Section C, Phase II Components.

L.8 INSTRUCTIONS REGARDING KEY PERSONNEL

The contract proposed by this solicitation includes a key personnel clause, and the quality of key personnel proposed will be an evaluation factor. The offeror must include as part of its proposal a statement signed by each person proposed

as key personnel confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.9 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

(a) The offeror shall provide a detailed cost proposal **only for Phase I** of the SAVE activity. Cost figures should be provided for each line item listed in Section B.4. Supporting information should be provided in sufficient detail to allow a complete cost realism, allocability and reasonableness analysis of each line item cost. This is to include a complete breakdown of the cost elements associated with each line item and those cost associated with any proposed subcontract.

(b) If the contractor is a joint venture or partnership, the cost proposal must include a copy of the agreement between the parties to the joint venture/partnership. The agreement shall include a full discussion of the relationship between the firms including identification of the firm which will have responsibility for negotiation of the contract, which firm will have accounting responsibility, how work will be allocated, overhead calculated, and profit shared, and the express agreement of the principals thereto to be held jointly and severally liable for the acts or omissions of the other.

(c) Detail of the offeror's management structure as it relates to performance of services described in Section C.

(d) The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by subcontractors as well.

(e) A completed Certificate of Current Cost or Pricing Data (see Section J of this solicitation) for itself and each subcontractor, if the subcontract will exceed \$500,000. (This certificate should be re-submitted after negotiations have been concluded and agreement has been reached.)

(f) Audited balance sheets and profit and loss statements or if not available, returns as submitted to Federal tax authorities for the offeror's last two complete fiscal years and for the current fiscal year as of 30 days prior to proposal submission. (The balance sheets and profit and loss statements for the current fiscal year may be unaudited.) The profit and loss statements should include details of the total cost of services sold, and be annotated by either the auditor or offeror to delineate the offeror's indirect expense pool(s) and customary indirect cost distribution base(s).

(g) A copy of the offeror's personnel policies in effect at the time the offer is submitted.

(h) A copy of the offeror's travel policies in effect at the time the offer is submitted.

(i) Completed and signed Contractor Employee Biographical Sheet for each personnel proposed.

(j) Indirect costs supported with a Negotiated Indirect Cost Rate Agreement (NICRA) from their cognizant agency, if available.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE**

The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.

NUMBER	TITLE	DATE
52.217-3	EVALUATION EXCLUSIVE OF OPTIONS	APR 1984

M.2 EVALUATION CRITERIA

Technical, cost and other factors will be evaluated relative to each other, as described herein.

(a) The technical proposal will be scored by a technical evaluation committee using the criteria shown in this Section.

(b) The cost proposal will be scored by the method described in this Section.

(c) The criteria below are presented by major category, with relative order of importance, so that offerors will know which areas require emphasis in the preparation of proposals. The criteria below reflect the requirements of this particular solicitation.

Offerors should note that these criteria: (1) serve as the standard against which all proposals will be evaluated, and (2) serve to identify the significant matters which offerors should address in their proposals.

Proposal Scoring Criteria

1. Past Performance 30 points
 Evidence of agribusiness, market development, trade, constraint mitigation, and enterprise development experience by the bidding organization will be evaluated. Performance ratings on previous agribusiness activities, including compliance with past subcontracting plans will be considered in scoring.
2. Phase I Approach 25 points
 The viability of the plan for rapid deployment with the proposed Chief of Party will be evaluated and scored. Understanding of current local situation and market development strategy will be scored. Demonstrated familiarity with market linkages approach and the public/private responsibilities in a transition market economy are important and will be considered in the scoring.
3. Technical Staff 20 points
 Chief of Party with MBA, or other appropriate degree, substantive experience in field of expertise, and Chief of Party experience on USAID activity preferred. Experience in Central & Eastern Europe / Former Soviet Union

countries will be evaluated in scoring. Evidence of, either agribusiness, market development, trade, constraint mitigation, or enterprise development experience required.

Proposed Short Term Technical Assistance personnel with advanced degrees and/or substantive experience in areas of expertise will be scored. Previous experience in Central & Eastern Europe / Former Soviet Union will be considered in scoring.

4. Phase II Approach 10 points

Feasibility of the illustrative strategy (to be submitted according to Section L.7. above) will be used to evaluate and score bidders basic understanding of the current situation in Georgia. An illustrative monitoring plan for Phase II will be evaluated.

5. Innovative Ideas (Technical Approach) 10 points

Creative mechanisms or alternative methods for the implementation of Phase I will be evaluated and scored. Ideas for Phase II that are designed to increase activity effectiveness, sustainability or to reduce costs will be scored.

6. Regional Experience 05 points

Demonstrated familiarity with the difficulties of working in the Central Eastern Europe / Former Soviet Union will be scored. Range, depth and success of prior implementation experience in region will be considered in scoring.

Cost Evaluation

Evaluation points are not awarded for cost. Cost will be of significant less importance than technical merit. However, where technical proposals are considered essentially equal, cost may be the determining factor.

The review of the cost proposal shall deal with cost realism, allocability and reasonableness analysis. This will consist of a review of the cost portion of an offeror's proposal to determine if the overall costs proposed are realistic for the work to be performed, if the costs reflect the offeror's understanding of the requirements, and if the costs are consistent with the technical proposal. Evaluation of cost proposals will consider but not be limited to the following:

- Cost realism and completeness of cost proposal and supporting documentation.
- Overall cost control evidenced by proposal (such as avoidance of excessive salaries, excessive home office staff visits, and other costs in excess of reasonable requirements).
- Amount of proposed fee

M.3 DETERMINATION OF THE COMPETITIVE RANGE AND CONTRACT AWARD

(a) The competitive range of offerors with whom negotiation will be conducted (if necessary) will be determined by the Contracting Officer based on the above technical and cost evaluation factors, and will be comprised of all offerors whose proposals are determined to have a reasonable chance of being selected for award.

(b) In accordance with FAR 52.215-16, and as set forth in Section L of this solicitation, award will be made by the Contracting Officer to the responsible offeror whose proposal, conforming to the solicitation, is most advantageous to the Government, and the above technical and cost factors considered..

**M.4 CONTRACTING WITH SMALL BUSINESS CONCERNS AND
DISADVANTAGED ENTERPRISES**

USAID encourages the participation of small business concerns and disadvantaged enterprises in this project, in accordance with FAR Part 19 (48 CFR Chapter 1), and AIDAR Part 726 (48 CFR Chapter 7). Accordingly, every reasonable effort will be made to identify and make use of such organizations. All evaluation criteria being found equal, the participation of such organizations may become a determining factor for selection.

ATTACHMENTS

ATTACHMENT 1

IDENTIFICATION OF PRINCIPAL GEOGRAPHIC CODE NUMBERS

The USAID Geographic Code Book sets forth the official description of all geographic codes used by USAID in authorizing or implementing documents, to designate authorized source countries or areas. The following are summaries of the principal codes:

(a) Code 000--The United States: The United States of America, any State(s) of the United States, the District of Columbia, and areas of U.S.-associated sovereignty, including commonwealths, territories and possessions.

(b) Code 899--Any area or country, except the cooperating country itself and the following foreign policy restricted countries: Afghanistan, Libya, Vietnam, Cuba, Cambodia, Laos, Iraq, Iran, North Korea, Syria and People's Republic of China.

(c) Code 935--Any area or country including the cooperating country, but excluding the foreign policy restricted countries.

(d) Code 941--The United States and any independent country (excluding foreign policy restricted countries), except the cooperating country itself and the following: Albania, Andorra, Angola, Armenia, Austria, Australia, Azerbaijan, Bahamas, Bahrain, Belgium, Bosnia and Herzegovina, Bulgaria, Belarus, Canada, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Gabon, Georgia, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Italy, Japan, Kazakhstan, Kuwait, Kyrgyzstan, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia*, Malta, Moldova, Monaco, Mongolia, Montenegro*, Netherlands, New Zealand, Norway, Poland, Portugal, Qatar, Romania, Russia, San Marino, Saudi Arabia, Serbia*, Singapore, Slovak Republic, Slovenia, South Africa, Spain, Sweden, Switzerland, Taiwan*, Tajikistan, Turkmenistan, Ukraine, United Arab Emirates, United Kingdom, Uzbekistan, and Vatican City.

* Has the status of a "Geopolitical Entity", rather than an independent country.

ATTACHMENTS

ATTACHMENT 2
USAID FORM 1420-17 - CONTRACTOR BIOGRAPHICAL DATA SHEET

The form can be downloaded from the following web site:
http://www.usaid.gov/procurement_bus_opp/procurement/forms/

ATTACHMENTS

ATTACHMENT 3 SF LLL - DISCLOSURE OF LOBBYING ACTIVITIES

The form can be downloaded from the following web site:

http://www.usaid.gov/procurement_bus_opp/procurement/forms/

ATTACHMENTS

ATTACHMENT 4
CERTIFICATE OF CURRENT COST AND PRICING DATA

This is to certify that, to the best of my knowledge and belief, cost or pricing data (as defined in Section 15.801 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.804-2) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____ are accurate, complete, and current as of _____.**

FIRM: _____

NAME: _____

TITLE: _____

DATE OF EXECUTION: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP Number).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when price negotiations were concluded and the contract price was agreed to.

ATTACHMENTS
ATTACHMENT 5
MODEL SMALL BUSINESS/SMALL DISADVANTAGED SUBCONTRACTING PLAN

MODEL SUBCONTRACTING PLAN OUTLINE

Identification Data

Contractor: _____

Address: _____

Solicitation or Contract Number: _____

Project Title: _____

Total Amount of Contract (Including Options) \$ _____

Period of Contract Performance (MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business, Small Disadvantaged Business, and Women Owned Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is applicable. Further, the use of this model is not intended to waive other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT" as used in this clause, means any agreement (other than one involving an employer-employee relationship (entered into a Federal Government prime contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract

1. Type of Plan (Check One)

____ Individual plan (All elements developed specifically for this contract and applicable for the full term of this contract).

____ Master plan (Goals developed for this contract; all other elements standard; must be renewed annually).

____ Commercial products plan (Contractor sells large quantities of off-the-shelf commodities to many Government agencies. Plans/goals negotiated by a lead agency on a company-wide basis rather than for individual contracts. Plan effective only during year approved. Contractor must provide copy of lead agency approval).

2. Goals

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, and women-owned small business concerns as subcontractors as specified in FAR 52.219-9 and FAR 19.704(a)(1).

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of organizations under this contract, is \$_____.

B. Total estimated dollar value and percentage of planned subcontracting with small business concerns:
\$_____ and _____%*

ATTACHMENTS

C. Total estimated dollar value and percentage of planned subcontracting with small disadvantaged business concerns: \$ _____ and _____ % *

D. Total estimated dollar value and percentage of planned subcontracting with women-owned small business concerns: \$ _____ and _____ % *

(*Expressed as a percentage of "A")

E. Description of all the products and/or services to be subcontracted under this contract, and an indication of the types of organizations supplying them: (i.e., LARGE BUSINESS (LB), SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), AND WOMEN-OWNED SMALL BUSINESS (W-OSB).

(check all that apply)

Subcontracted Product/Service	LB	SB	SDB	W-OSB
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(Attach additional sheets if necessary.)

F. A description of the method used to develop the subcontracting goals for small, small disadvantaged, and women-owned small business concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals; also, explain how the areas to be subcontracted to small, small disadvantaged, and women-owned small business concerns were determined, and how the capabilities of small, small disadvantaged, and women-owned small businesses were determined -- include any source lists used in the determination process).

G. Indirect costs have been _____ have not been _____ included in the dollar and percentage subcontracting goals stated above. (check one)

H. If indirect costs have been included, explain the method used to determine the proportionate share of such costs to be allocated as subcontracts to small business, small disadvantaged business, and women-owned small business concerns.

ATTACHMENTS

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: _____

Title: _____

Address: _____

Telephone: _____

Duties: Has general overall responsibility for the contractor's subcontracting program; i.e., developing, preparing, and executing individual subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small, small disadvantaged, and women-owned small business concerns; assuring that small, small disadvantaged, and women-owned small businesses are included on the source lists for solicitations for products and services for which they are capable of providing;

B. Developing and maintaining bidder's lists of small, small disadvantaged, and women-owned small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses;

E. Making arrangements for the utilization of various sources for the identification of small, small disadvantaged, and women-owned small businesses such as the SBA's Procurement Automated Source System (PASS), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, and the facilities of local small business and minority associations, and maintaining contact with the Federal agency's Small and Disadvantaged Business Utilization Specialist.

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, Procurement Conferences, etc.;

H. Ensuring small, small disadvantaged, and women-owned small business concerns are made aware of subcontracting opportunities and of how to prepare responsive bids to the company;

ATTACHMENTS

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 et seq on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the Subcontracting Plan goals;

K. Preparing and submitting timely, required Subcontracting Reports, including SF 294 and SF 295;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies; and,

M. Other duties: _____

4. Equitable Opportunity

Describe efforts the offeror will make to ensure that small, small disadvantaged, and women-owned small business concerns will have an equitable opportunity to compete for subcontracts. These efforts include, but are not limited to the following activities:

A. Outreach efforts to obtain sources:

1. Contacting minority and small business trade association;
2. Contacting business development organizations;
3. Attending small and minority business procurement conferences and trade fairs; and
4. Requesting sources from the Small Business Administration's Procurement Automated Source System (PASS).
5. Placing newspaper and magazine ads which encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

1. Presenting workshops, seminars, and training programs;
2. Establishing, maintaining, and using small, small disadvantaged, and women-owned small businesses source lists, guides, and other data for soliciting subcontracts; and
3. Monitoring activities to evaluate compliance with the Subcontracting Plan.

C. Additional efforts: _____

ATTACHMENTS

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, and Women-Owned Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of \$500,000 (\$1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 52.219-9, "Small Business, Small Disadvantaged Business, and Women-Owned Small Business Subcontracting Plan." Ref. FAR 19.704 (a) (4)

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required; (2) submission of periodic reports which show compliance with the Subcontracting Plan; (3) submission of Standard Form SF 294, "Subcontracting Report for Individual Contracts, "and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that subcontractors agree to submit SF 294 and SF 295.

Reporting Period	Report	Due
Oct 1 - Mar 31	SF 294	04/30
Apr 1 - Sep 30	SF 294	10/30
Oct 1 - Sep 30	SF 295	10/30

ADDRESSES

(a) SF 294 and

(b) SF 295 to be submitted to:

Director
Office of Small and Disadvantaged Business
Utilization/Minority Resource Center
U.S. Agency for International Development
Washington, DC 20523-1414

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the Subcontracting Plan. These records will include, but not be limited to, the following:

A. Small, small disadvantaged, and women-owned small business concerns source lists, guides, and other data identifying such vendors;

ATTACHMENTS

B. Organizations contacted in an attempt to locate small, small disadvantaged, and women-owned small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over \$100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small business concerns were solicited, and if not, why not; and (4) reason for the failure of solicited small, small disadvantaged, or women-owned small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement provided buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract data including the name, address, and business size of each subcontractor. (This item is not required for company or division- wide commercial products plans.)

G. Additional records: _____

This subcontracting plan was submitted by:

Signature: _____

Typed Name: _____

Title: _____

Date Prepared: _____

Phone No.: _____

ATTACHMENTS
ATTACHMENT 6
GEORGIA AGRICULTURAL/AGRIBUSINESS SECTOR ASSESSMENT

The assessment can be downloaded from the following web site: http://www.usaid.org/ge/a_proc.html

ATTACHMENTS

ATTACHMENT 7

US EMBASSY TBILISI LOCAL COMPENSATION PLAN

Offerors can obtain the Local Compensation Plan by sending a written request to the contact person identified in the cover letter of this RFP.